

A. G. Contract No. KR95 0873TRN  
ADOT ECS File No.: JPA 95-71  
Project: Sale of Compressed  
Natural Gas

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE UNITED STATES POSTAL SERVICE

THIS AGREEMENT is entered into 13 July, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
UNITED STATES POSTAL SERVICE, acting by and through its PHOENIX  
DISTRICT MANAGER (the "USPS").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The USPS is empowered by USC Title 39 to enter into  
this agreement and has resolved to enter into this agreement  
and has authorized the undersigned to execute this agreement on  
behalf of the USPS.

3. In an effort to promote clean air, the USPS is  
acquiring motor vehicles that use compressed natural gas (CNG)  
instead of fossil fuels. While the USPS is awaiting commercial  
CNG fueling facilities to develop, the State has agreed to  
temporarily provide CNG to the USPS at ADOT's CNG fueling  
facilities.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. <u>19870</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/13/95</u>
<u>Gene A. Hall</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE

### 1. The State will:

a. On a 24 hour accessible basis, provide CNG to USPS vehicles primarily at the ADOT CNG fuel facility located at 2225 South 22nd Avenue, and secondarily at the ADOT CNG fuel facility located at 1621 W. Jackson during normal working hours (7:00 AM to 5:00 PM).

b. Provide the USPS appropriate CNG facility encoded access keys and codes, as well as refueling process/safety training to USPS designated vehicle operators.

c. No more often than monthly, invoice the USPS with an itemized statement for CNG dispensed at the prevailing CNG dispenser price. (CNG pump dispensers calculate CNG in "equivalent gallons").

### 2. The USPS will:

a. Provide the State a list of authorized motor vehicles (by VIN) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving State CNG fueling facilities. Insure compatibility of vehicle fuel nozzle receptacle and ADOT fuel dispenser nozzles. Obtain adapters if necessary.

b. Safeguard CNG fuel facility access codes and keys. Notify the State within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the State as vehicles drop out from the State CNG refueling process.

c. Reimburse the State for the previous months invoice for CNG fuel within 30 days after receipt. Be responsible for all costs associated with accidents or damages caused by USPS vehicles to State property.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to records audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal Government, and acceptable to the State and the Federal Government.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Equipment Services Manager  
2225 South 22nd Avenue  
Phoenix, AZ 85009

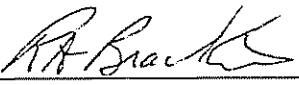
United States Postal Service  
Phoenix District Vehicle Program Manager  
4949 East VanBuren Street  
Phoenix, AZ 85026-3395

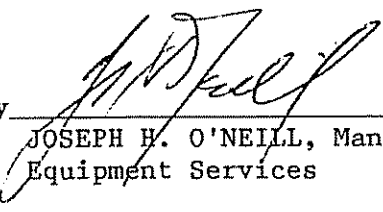
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**UNITED STATES POSTAL SERVICE**

**STATE OF ARIZONA**

Department of Transportation

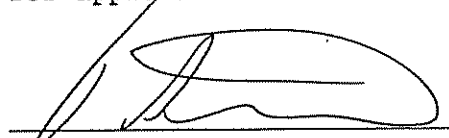
By   
ROBERT A. BRACKINS, Manager  
Vehicle Maintenance Programs  
Phoenix District

By   
JOSEPH H. O'NEILL, Manager  
Equipment Services

RESOLUTION

BE IT RESOLVED on this 27th day of April 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the United States Postal Service for the purpose of defining responsibilities for the sale of compressed natural gas (CNG) fuel for postal vehicles at DOT's fuel facilities.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Equipment Services Manager for approval and execution.

  
for LARRY S. BONINE  
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-0873-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of July, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8828G/91